

all parties in interest have received notice and the opportunity to be heard, and that no other or further notice is necessary or required; and upon finding that the relief sought in the Motion is in the best interests of the Receivership Estate and its claimants; and upon due deliberation and finding good and sufficient cause for the relief sought in the Motion, it is hereby

1. **ORDERED** that the Motion is GRANTED; and it is further

2. **ORDERED** that, except as permitted by this order, all holders of Claims against the Receiver and Receivership Estate are hereby enjoined from:

a. commencing or continuing, including the issuance or employment of process, of a judicial, administrative, or other action or proceeding against the Receiver or Receivership Estate, as well as any derivative action on behalf of POA, that was or could have been commenced before the entry of this order to recover a claim against POA, the Receiver, or the Receivership Estate that arose before the entry of this order;

b. enforcing against the Receiver or the Receivership Estate a judgment obtained before the entry of this order;

c. taking any action to obtain possession of any property that is part of the Receivership Estate;

d. exercising possession over any property that is part of the Receivership Estate;

e. any act to create, perfect, or enforce against any property of the Receivership Estate any lien to the extent that such lien secures an Investor Claim or Other Claim that arose before the entry of this order; and

f. the setoff of any debt owing to the Receiver or the Receivership Estate that arose before the entry of this order; and it is further

3. **ORDERED** that, all Claimants of the POA, Receiver, or Receivership Estate holding or wishing to assert any Investor Claim, Other Claim, cause of action, or other right against the Receivership Estate must file such claims pursuant to the procedures and on or before the deadlines established by this order; and it is further

4. **ORDERED** that:

a. each and every Other Claim held by an Other Claimant shall be filed on the Claim Form, which is expressly approved by this order;

b. With respect to Investor Claims, the Receiver will send notices to Investor Claimants, which shall include (i) cash invested into POA; (ii) cash paid out to the Investor Claimant by POA; and (iii) the amount of reinvested dividends, if any (the “**Transaction History**”), per the books and records of POA (the “**Reconciliation Notice**”), which shall be sent to Investor Claimants in a commercially reasonable timeframe after the entry of this order. The form of Reconciliation Notice is expressly approved by this order. If any Investor Claimant has an objection to the accuracy of the Transaction History as determined by the Receiver (based on his review of the POA books and records) in the Reconciliation Notice, then they will have a twenty-one day period from the date such Reconciliation Notice is mailed to file an objection to the Reconciliation Notice. If an objection is timely filed by an Investor Claimant to the Reconciliation Notice, such objection must state with particularity the reasons why an objection is made. The Receiver and the Investor Claimant filing such an objection will attempt to resolve such objection, in good faith, by agreement; however, if an objection cannot be resolved by the Receiver and the Investor Claimant, it will be decided by this Court, with such determination being the final determination as to such Transaction History². If no objection is timely filed with respect to a Reconciliation Notice, the Reconciliation Notice shall be the final, binding determination as to the Transaction History for such Investor Claimant. In the event that the Receiver obtains information that indicates that a previously sent Reconciliation Notice contains an inaccurate Transaction History, then the Receiver may amend such Reconciliation Notice to correct it (“**Amended Reconciliation Notice**”). If the Receiver sends an Investor Claimant an Amended Reconciliation Notice, then the objection process described above in this paragraph will be applicable with any deadlines to object running from the date that the Amended Reconciliation Notice is mailed.

c. the Notice of Claims Process and Claims Bar Dates (the “**Claims Notice**”) is approved in its entirety, and the Receiver is authorized and directed to (i) transmit the Claims Notice to all known Other Claimants holding actual or potential Other Claims against the Receivership Estate within seven (7) business days of the entry of this order, together with a copy of this order and the Claim Form (collectively, the “**Claims Package**”) and (ii) to post the Claims Package to the Receivership Website;

d. all persons and entities who receive the Claims Package or are otherwise imputed with notice as a result of the posting of the Claims Package to the Receivership Website, together with their respective agents and attorneys, have an affirmative duty to obtain and review this order and the Claim Notice and timely file a Claim Form in accordance with this order if they possess a valid claim and wish to assert it against the Receivership Estate;

² If practical, based on the nature of objections, the Court can decide such objections on an omnibus basis as a matter of efficiency.

e. the notice procedures provided in this order constitute due and sufficient notice of the Claims Process, and the procedures provided by the Claims Process satisfy the requirements of all applicable laws; and it is further

5. **ORDERED** that:

a. any Other Claimant having a Claim against the Receiver or Receivership Estate based on a claim against POA arising *on or before* April 30, 2024 (the “**General Claims**”)³, shall submit a completed Claim Form and any accompanying documentation so as to be **actually received** by the Claims Agent on or before the deadline set forth in the Claims Notice (the “**General Claims Bar Date**”), which shall be not less than four (4) months from the date of this order;

b. any person or entity having a claim against the Receiver or Receivership Estate based on a claim against POA or the Receiver arising *after* April 30, 2024 (the “**Administrative Claims**”), excluding the claims of the Receiver and professionals retained by the Receiver, must submit a completed Claim Form and any accompanying documentation by the later of (i) the General Claims Bar Date or (ii) sixty (60) days after the day on which such claim became due and owing by the Receivership Estate (the “**Administrative Claims Bar Date**,” and together with the General Claims Bar Date, the “**Bar Dates**”);

c. the Receiver shall have authority, for good cause shown, to extend the applicable Bar Dates up to thirty (30) days as to a particular claimant; provided, however, any such extension must be requested from the Receiver in writing prior to the expiration of the Bar Date applicable to such claimant;

d. any Other Claimant who fails to file a Claim in the form and manner set forth in this order, or that fails to do so on or before the applicable Bar Date, shall be forever barred, estopped, and enjoined from asserting such Claim against the Receivership Estate or the Receiver and shall not be treated as a Claimant with respect to such Other Claim for the purposes of any distributions from the Receivership Estate, and the Receivership Estate shall be forever discharged from any and all indebtedness or liability with respect to such Other Claim;

e. any Investor Claimant that does not timely object to their Reconciliation Notice will be bound by the Transaction History in the Reconciliation Notice, and shall not be allowed to assert that they are owed more than the Transaction History provides, and it is further

6. **ORDERED** that each Other Claim shall be filed in accordance with the following procedures:

a. all Other Claims shall be submitted through the Claims Agent in writing:

³ Any Investor Claimants are subject to the section 4(b) of this Order.

- i. via U.S. Mail, overnight delivery or hand delivery to the following address:

Pride of Austin Receivership Claims
c/o Stretto
410 Exchange, Ste. 100
Irvine, California 92602

- ii. Or electronically by sending a completed Claim Form to:

PrideofAustinClaims@Stretto.com

b. each Other Claimant must submit a complete and accurate Claim Form so as to be **actually received** by the Claims Agent by no later than 5:00 p.m. (prevailing Central time) on the applicable Bar Date;

c. each Claim Form must: (i) be signed and notarized; (ii) be written in the English language; (iii) be denominated in lawful currency of the United States; and (iv) be submitted with complete copies of any supporting documentation or an explanation of why any such documentation is not available; and it is further

7. **ORDERED** that:

a. With respect to Other Claimants, once the Bar Dates have passed, as determined by the Receiver, the Receiver will evaluate each Claim Form, including any supporting documentation, and determine the amount and priority of each Claim submitted. The Receiver shall file with the Court a report outlining the Receiver's recommendation as to the allowable amount and priority of each Other Claim (the "***Other Claims Report***") and serve a copy on each Other Claimant identified therein. The Other Claims Report may be amended from time to time as determined by the Receiver. To the extent that any Other Claim is objectionable, the Other Claims Report will set forth the basis for the Receiver's objection. Other Claimants shall have the opportunity to object to the portion of the Other Claims Report related to their Claim only, by filing and serving upon the Receiver's counsel a written objection or response to the Other Claims Report within fourteen (14) days after the filing of the Other Claims Report. The Receiver will attempt to resolve any objections or responses to the Other Claims Report by agreement; however, if an objection or response cannot be resolved by the Receiver and the Other Claimant, it will be decided by this Court, with such determination being the final determination as to such Claim. In the course of administration of the Receivership Estate, the Receiver may, in his sole discretion, pay Other Claims prior to the filing of the Other Claims Report so long as such information is noted on the Other Claims Report when filed. If no objections or responses are timely filed with respect to the Other Claims Report, the Other Claims Report shall be the final, binding determination on each Other Claim. To the extent any Other Claim is not timely objected to by the Receiver, who shall have exclusive standing to object, then such Claim is a final, binding determination on that Claim;

b. With respect to the Investor Claims, after the deadline to object to Reconciliation Notices has passed, the Receiver will then file with the Court a report outlining the Receiver's findings as to the Transaction History for each Investor Claimant (the "***Investor Claims Report***") and serve a copy on each Investor Claimant identified therein. The Investor Claims Report will identify which Investor Claimants have objected to the Reconciliation Notice, and which Investor Claimants have not objected to the Reconciliation Notice. As detailed *supra*, any Investor Claimants that do not timely object to their Reconciliation Notice shall be bound by the Transaction History findings of the Receiver;

c. Upon completion of the claims reconciliation process identified herein, the Receiver shall, within a reasonable period of time, file a motion approving the amount and method of distributions to be made to Other Claimants and to Investor Claimants. Nothing in the Motion, this Order, the Reconciliation Notice, the Other Claims Report, or the Investor Claims Report shall be a determination of the allowance of the amount or method of distribution.

d. the Receiver shall be permitted to object to any submitted Claim Form for any reason, including, among other things, for any Claimant's failure to comply with any requirement set forth in this order;

e. to the extent any Other Claim is objectionable, the Other Claims Report will set forth the basis for the Receiver's objection; and it is further

8. Notwithstanding anything to the contrary herein, nothing in this proposed Claims Process is meant to nor shall determine the order or priority of any payments as such matters of order of payment or priority of payment will be determined/contested after all claims are identified through this Claims Process.

9. Notwithstanding anything to the contrary herein, Investor Claimants have no obligations to file any further claims paperwork or take any additional steps whatsoever unless they disagree with the Transaction History and/or Reconciliation Notice as those terms are defined in the Claims Process.

10. **ORDERED** that the Receiver is authorized to take all actions, as he deems reasonable and desirable in his sole discretion, to comply with or further the purposes of this order; and it is further

11. **ORDERED** that, unless otherwise authorized, any and all disputes concerning the Receiver and/or relating to or arising from the Receivership Estate shall be filed in this Court; and it is further

12. **ORDERED** that this Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this order.

Dated: June 17, 2024



JUDGE AMY CLARK MEACHUM